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|--|--|---|--|--|--|--|--|
| <b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>  |  |   |  | 1. Contract ID Code<br>Firm-Fixed-Price  |  | Page 1 Of 7  |  |
| 2. Amendment/Modification No.<br><br>PS0001  |  | 3. Effective Date<br><br>2003APR04  |  | 4. Requisition/Purchase Req No.<br><br>SEE SCHEDULE  |  | 5. Project No. (If applicable)   |  |
| 6. Issued By<br>TACOM<br>AMSTA-AQ-ADBx<br>INGRID CUFFARO (586)574-8901<br>WARREN, MICHIGAN 48397-5000<br>HTTP://CONTRACTING.TACOM.ARMY.MIL<br>EMAIL: CUFFAROIT@TACOM.ARMY.MIL  |  | Code W56HZV   |  | 7. Administered By (If other than Item 6)<br>DCMA SAN FRANCISCO<br>P.O. BOX 232<br>700 EAST ROTH ROAD, BLDG 330<br>FRENCH CAMP CA 95231-0232 |  | Code S0507A  |  |
|  |  |   |  | SCD C PAS NONE ADP PT HQ0339   |  |  |  |
| 8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)<br><br>MVP HYDRATECH<br>1331 S WEST AVE<br>P O BOX 12344<br>FRESNO CA 93777<br><br>TYPE BUSINESS: Other Small Business Performing in U.S.  |  |   |  | <input type="checkbox"/>   |  | 9A. Amendment Of Solicitation No.                                      |  |
|  |  |   |  | <input type="checkbox"/>   |  | 9B. Dated (See Item 11)  |  |
|  |  |   |  | <input checked="" type="checkbox"/>  |  | 10A. Modification Of Contract/Order No.<br>DAAE07-02-P-T404            |  |
|  |  |   |  | <input type="checkbox"/>   |  | 10B. Dated (See Item 13)<br>2002SEP24                                  |  |
| Code ONXA2   |  | Facility Code   |  |  |  |  |  |
| <b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>   |  |   |  |  |  |  |  |
| <input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers<br><input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.<br>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:<br>(a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. <b>FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.</b> If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. |  |   |  |  |  |  |  |
| 12. Accounting And Appropriation Data (If required)<br>ACRN: AA NET INCREASE: \$4,200.00   |  |   |  |  |  |  |  |
| <b>13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS</b>   |  |   |  |  |  |  |  |
| KIND MOD CODE: 9<br>It Modifies The Contract/Order No. As Described In Item 14.  |  |   |  |  |  |  |  |
| <input type="checkbox"/>   |  | A. This Change Order is Issued Pursuant To:<br>The Contract/Order No. In Item 10A.  |  |  |  | The Changes Set Forth In Item 14 Are Made In                           |  |
| <input type="checkbox"/>   |  | B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b). |  |  |  |  |  |
| <input checked="" type="checkbox"/>  |  | C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: mutual agreement   |  |  |  |  |  |
| <input type="checkbox"/>   |  | D. Other (Specify type of modification and authority)   |  |  |  |  |  |
| E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.   |  |   |  |  |  |  |  |
| 14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  |  |   |  |  |  |  |  |
| SEE SECOND PAGE FOR DESCRIPTION  |  |   |  |  |  |  |  |
| Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.   |  |   |  |  |  |  |  |
| 15A. Name And Title Of Signer (Type or print)  |  |   |  | 16A. Name And Title Of Contracting Officer (Type or print)<br>MARY L. MCCULLOUGH<br>MCCULLOM@TACOM.ARMY.MIL (586)574-5268                    |  |  |  |
| 15B. Contractor/Offeror<br><br>_____<br>(Signature of person authorized to sign)   |  | 15C. Date Signed  |  | 16B. United States Of America<br><br>By _____ /SIGNED/<br>(Signature of Contracting Officer)   |  | 16C. Date Signed<br><br>2003APR04                                      |  |
| NSN 7540-01-152-8070<br>PREVIOUS EDITIONS UNUSABLE   |  |   |  | 30-105-02  |  | STANDARD FORM 30 (REV. 10-83)<br>Prescribed by GSA FAR (48 CFR) 53.243 |  |

|   |   |                           |
|---|---|---------------------------|
| <b>CONTINUATION SHEET</b>                           | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> DAAE07-02-P-T404 <b>MOD/AMD</b> PS0001 | <b>Page</b> 2 <b>of</b> 7 |
| <b>Name of Offeror or Contractor:</b> MVP HYDRATECH |   |                           |

SUPPLEMENTAL INFORMATION  
Modification PS0001:

- 1. The purpose of this Modification is for the following:
  - a. Increase the total dollar value of Purchase Order for expedite on shipment of 20 cylinders. (see schedule pages)
  - b. Extend the Purchase Order schedule for contract line items 0001AA and 0002AA.
- 2. Therefore, the total Purchase Order dollar value has increased by \$4,200.00 from \$72,835.00 to 77,035.00.
- 3. The Purchase Order delivery schedule is hereby changed from 27 February 2003 to 27 May 2003.
- 4. Incorporate general provisions.
- 5. All other terms and conditions of the Purchase Order remain the same.

\*\*\* END OF NARRATIVE A 002 \*\*\*

|                    |  |             |
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| CONTINUATION SHEET | Reference No. of Document Being Continued<br>PIIN/SIIN DAAE07-02-P-T404 MOD/AMD PS0001 | Page 3 of 7 |
|--------------------|--|-------------|

Name of Offeror or Contractor: MVP HYDRATECH

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE   | AMOUNT       |
|---------|---|----------|------|--------------|--------------|
| 0001AA  | <p>SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>PRODUCTION QUANTITY</u></p> <p>70</p> <p>NOUN: CYLINDER ASSEMBLY,A<br/>PRON: EH24E042EH PRON AMD: 04 ACRN: AA<br/>AMS CD: 060011</p> <p><u>Packaging and Marking</u><br/>PACKAGING/PACKING/SPECIFICATIONS:<br/>SPI AK11821306<br/>UNIT PACK: 1 INTERMEDIATE PACK: 0<br/>LEVEL PRESERVATION: Military<br/>LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u><br/>INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u><br/>DOC SUPPL<br/><u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u><br/>001 W56HZV2010U476 W25G1U J 1<br/><u>DEL REL CD QUANTITY DEL DATE</u><br/>001 29 27-MAY-2003</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u><br/>(W25G1U) XU TRANSPORTATION OFFICER<br/>DDSP NEW CUMBERLAND FACILITY<br/>BUILDING MISSION DOOR 113 134<br/>NEW CUMBERLAND PA 17070-5001</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u><br/>DAAE07-02-P-T404/0000</p> <p>DOC SUPPL<br/><u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u><br/>002 W56HZV2010U477 W45G19 J 1<br/><u>DEL REL CD QUANTITY DEL DATE</u><br/>001 20 18-APR-2003</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u><br/>(W45G19) SR W390 RED RIVER MUNITIONS CTR<br/>HIGHWAY 82 WEST CL V<br/>GATE 44 BLDG 184<br/>TEXARKANA TX 75507-5000</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u><br/>DAAE07-02-P-T404/0000</p> | 70       | EA   | \$ ** N/A ** | \$ 54,250.00 |

|                    |  |             |
|--------------------|--|-------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued<br>PIIN/SIIN DAAE07-02-P-T404 MOD/AMD PS0001 | Page 4 of 7 |
|--------------------|--|-------------|

Name of Offeror or Contractor: MVP HYDRATECH

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE   | AMOUNT       |
|---------|---|----------|------|--------------|--------------|
| 0002AA  | DOC SUPPL<br>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD<br>003 W56HZV2010U478 W62G2T J 1<br>DEL REL CD QUANTITY DEL DATE<br>001 21 27-MAY-2003<br><br>FOB POINT: Destination<br><br>SHIP TO: FREIGHT ADDRESS<br>(W62G2T) XU DEF DIST DEPOT SAN JOAQUIN<br>25600 S CHRISMAN ROAD<br>REC WHSE 10 PH 209 839 4307<br>TRACY CA 95376-5000<br><br>CONTRACT/DELIVERY ORDER NUMBER<br>DAAE07-02-P-T404/0000                            | 35       | EA   | \$ 651.00000 | \$ 22,785.00 |
|         | PRODUCTION QUANTITY   |          |      |              |              |
|         | NOUN: CYLINDER ASSEMBLY,A<br>PRON: EH24E079EH PRON AMD: 03 ACRN: AA<br>AMS CD: 060011   |          |      |              |              |
|         | Packaging and Marking<br>PACKAGING/PACKING/SPECIFICATIONS:<br>SPI AK11821306<br>UNIT PACK: 1 INTERMEDIATE PACK: 0<br>LEVEL PRESERVATION: Military<br>LEVEL PACKING: A   |          |      |              |              |
|         | Inspection and Acceptance<br>INSPECTION: Origin ACCEPTANCE: Origin  |          |      |              |              |
|         | Deliveries or Performance<br>DOC SUPPL<br>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD<br>001 W56HZV2134U477 W45G19 J 1<br>DEL REL CD QUANTITY DEL DATE<br>001 10 27-MAY-2003<br><br>FOB POINT: Destination<br><br>SHIP TO: PARCEL POST ADDRESS<br>(W45G19) SR W390 RED RIVER MUNITIONS CTR<br>HIGHWAY 82 WEST CL V<br>GATE 44 BLDG 184<br>TEXARKANA TX 75507-5000<br><br>CONTRACT/DELIVERY ORDER NUMBER<br>DAAE07-02-P-T404/0000 |          |      |              |              |
|         | DOC SUPPL   |          |      |              |              |
|         |   |          |      |              |              |
|         |   |          |      |              |              |
|         |   |          |      |              |              |

Name of Offeror or Contractor: MVP HYDRATECH

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
|         | <div><div><div><div>REL CD</div><div>MILSTRIP</div><div>ADDR</div><div>SIG CD</div><div>MARK FOR</div><div>TP CD</div></div><div><div>002</div><div>W56HZV2134U478</div><div>W62G2T</div><div>J</div><div></div><div>1</div></div></div><div><div><div>DEL REL CD</div><div>QUANTITY</div><div>DEL DATE</div></div><div><div>001</div><div>10</div><div>27-MAY-2003</div></div></div></div> <div>FOB POINT: Destination</div> <div>SHIP TO: FREIGHT ADDRESS<br/>(W62G2T) XU DEF DIST DEPOT SAN JOAQUIN<br/>25600 S CHRISMAN ROAD<br/>REC WHSE 10 PH 209 839 4307<br/>TRACY CA 95376-5000</div> <div>CONTRACT/DELIVERY ORDER NUMBER<br/>DAAE07-02-P-T404/0000</div> <div><div><div>DOC</div><div>SUPPL</div></div><div><div><div>REL CD</div><div>MILSTRIP</div><div>ADDR</div><div>SIG CD</div><div>MARK FOR</div><div>TP CD</div></div><div><div>003</div><div>W56HZV2134U479</div><div>W25G1U</div><div>J</div><div></div><div>1</div></div></div><div><div><div>DEL REL CD</div><div>QUANTITY</div><div>DEL DATE</div></div><div><div>001</div><div>15</div><div>27-MAY-2003</div></div></div></div> <div>FOB POINT: Destination</div> <div>SHIP TO: PARCEL POST ADDRESS<br/>(W25G1U) XU TRANSPORTATION OFFICER<br/>DDSP NEW CUMBERLAND FACILITY<br/>BUILDING MISSION DOOR 113 134<br/>NEW CUMBERLAND PA 17070-5001</div> <div>CONTRACT/DELIVERY ORDER NUMBER<br/>DAAE07-02-P-T404/0000</div> |          |      |            |        |

Name of Offeror or Contractor: MVP HYDRATECH

CONTRACT ADMINISTRATION DATA

| LINE        | PRON/         |             | OBLG STAT/        |    |                     | INCREASE/DECREASE |          | CUMULATIVE    |
|-------------|---------------|-------------|-------------------|----|---------------------|-------------------|----------|---------------|
| <u>ITEM</u> | <u>AMS CD</u> | <u>ACRN</u> | <u>JOB ORD NO</u> |    | <u>PRIOR AMOUNT</u> | <u>AMOUNT</u>     |          | <u>AMOUNT</u> |
| 0001AA      | EH24E042EH    | AA          | 2                 | \$ | 50,050.00           | \$                | 4,200.00 | \$ 54,250.00  |
|             | 060011        |             |                   |    |                     |                   |          |               |
|             |               |             |                   |    | NET CHANGE          | \$                | 4,200.00 |               |

| SERVICE     | NET CHANGE     |                                  |      |        |  | ACCOUNTING     |    | INCREASE/DECREASE |
|-------------|----------------|----------------------------------|------|--------|--|----------------|----|-------------------|
| <u>NAME</u> | <u>BY ACRN</u> | <u>ACCOUNTING CLASSIFICATION</u> |      |        |  | <u>STATION</u> |    | <u>AMOUNT</u>     |
| Army        | AA             | 97 X4930AC9D 6D                  | 26KB | S20113 |  | W56HZV         | \$ | <u>4,200.00</u>   |
|             |                |                                  |      |        |  | NET CHANGE     | \$ | 4,200.00          |

|                       |    | <u>PRIOR AMOUNT</u> |    | <u>INCREASE/DECREASE</u> |    | <u>CUMULATIVE</u> |
|-----------------------|----|---------------------|----|--------------------------|----|-------------------|
|                       |    | <u>OF AWARD</u>     |    | <u>AMOUNT</u>            |    | <u>OBLIG AMT</u>  |
| NET CHANGE FOR AWARD: | \$ | 72,835.00           | \$ | 4,200.00                 | \$ | 77,035.00         |

|   |   |                           |
|---|---|---------------------------|
| <b>CONTINUATION SHEET</b>                           | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> DAAE07-02-P-T404 <b>MOD/AMD</b> PS0001 | <b>Page</b> 7 <b>of</b> 7 |
| <b>Name of Offeror or Contractor:</b> MVP HYDRATECH |   |                           |

CONTRACT CLAUSES

| <u>Status</u> | <u>Regulatory Cite</u> | <u>Title</u>               | <u>Date</u> |
|---------------|------------------------|----------------------------|-------------|
| 1             | 52.213-4010<br>(TACOM) | ADDITIONAL GENERAL CLAUSES | FEB/1997    |

The following three FAR clauses apply to this purchase order, in addition to the other clauses contained in, or cited in, the document:

- (1) CHANGES-FIXED-PRICE (AUG 1987)
- 52.243-1

(i) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (A) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.
- (B) Method of shipment or packing.
- (C) Place of delivery.

(ii) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(iii) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(iv) If the Contractor's proposal includes the cost of property made, obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(v) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

[End of Clause]

- (2) TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (APR 1984)
- 52.249-1

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the rights, duties, and obligations of the parties, including compensation to the Contractor, shall be in accordance with Part 49 of the Federal Acquisition Regulation in effect on the date of this contract.

[End of Clause]

- (3) DEFAULT--FIXED-PRICE SUPPLY AND SERVICE (APR 1984)
- 52.249-8

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, for failure of the Contractor to perform any of the provisions hereof. See referenced FAR cite for full provision.

[End of Clause]